**UNITED STATES DISTRICT COURT**
**EASTERN DISTRICT OF NEW YORK**
**-------------------------------------------------------------X**
**Giovanni Livia,**
**Plaintiff,** **CV: 15-3516**
**v.**

**Saban and Associates LLC;**
**Saban & Associates; Saban**
**and Associates Financial and**
**Credit Services, Inc. Saban and**
**Associates, Inc.; Haim Cohen Saban,**
"John Doe#1-10" said name being fictitious;
it being the intention of Plaintiff to designate any
and all entities and any Parties, corporations, or entities,
purportedly engaged in credit repair.

**Defendant(s).**
**------------------------------------------------------------X**

**SECOND AMENDED VERIFIED COMPLAINT**
**AND DEMAND FOR JURY TRIAL**

## I. INTRODUCTION

1. This is an action for declaratory, actual, punitive and statutory damages brought by Plaintiff, **Giovanni Livia**, an individual consumer,(hereinafter the "Plaintiff") against **Saban and Associates LLC, Saban & Associates, Saban and Associates Financial and Credit Services, Inc., Saban and Associates, Inc. and Haim Cohen Saban** (hereinafter the "Defendants") for violations of the: Credit Repair Organizations Act, 15 U.S.C. Chapter 41, Subchapter II-A §1679 et seq (hereinafter "CROA"), which prohibits engaging in misleading and/or deceptive practices and in charging money in advance for services; as and against Haim Cohen Saban for violations of the Fair Debt Collection Practices Act 15 U.S.C. 1692 (hereinafter "FDCPA"), which prohibits debt collectors from willfully engaging in collection practices meant to harass, embarrass and deceive

debtors into paying alleged debts while collecting debts under a false name; New York Judiciary Law §478; NY CLS Bus Corp., NY GBA, New York Business Corporation Law §301 et seq. New York Business Corporation Law §1005; and General Business Law §349, for declaratory judgment; and for attorneys' fees, litigation expenses and costs pursuant to 28 U.S.C. § 2201 and § 2202;

2. Plaintiff alleges that the defendants have violated the CROA by engaging in deceptive and misleading practices when they prepared legal documents on behalf of plaintiff on or about September 17, 2014 and again on or about September 30, 2014.

3. The legal documents which were illegally prepared by defendants contain false and misleading information about Plaintiff's credit claiming that duly a duly owed debt was not the debt of plaintiff when in fact it was.

4. Defendants also charged money in advance for credit repair services when they charged plaintiff five hundred ($500.00) dollars on two separate occasions for the clearance of wage garnishments and for preparation of documents that Defendants were not licensed to prepare.

5. Additionally plaintiff received an income execution order and judgment which Defendants were paid to "remedy" involving Tribecca Asset Management LLC. Annexed as **Exhibit "A"** please find a copy of the income execution order and Judgement.

6. It would appear anathema that Defendant's cleared Plaintiff's credit report of all negative reporting when a judgment was rendered against Plaintiff by a creditor. As a result of Defendants' false and misleading claims that it cleared plaintiff's credit of all negative reports and/or their engagement in using false and deceptive practices to clear plaintiff's credit of all but one derogatory report, Plaintiff has been injured in the amount of $1,949.63, the amount of the Judgment as well as for the money that he paid to defendants.

7. Further, the defendants used false and misleading and illegal tactics to charge the Plaintiff for services which it was not licensed to perform (legal services), for not clearly itemizing services for which defendants were to be paid pursuant to federal law (Credit Repair Organization Act) which is a deceptive business practice and a violation of New York General Business Law §349-350 (f).

8. Defendants were paid an additional ($500.00) dollars by Plaintiff for preparation of a series of Orders to Show Cause and other legal documents which defendants claimed would effectively remove derogatory reporting from Plaintiff's credit report.

9. Defendants prepared what are clearly legal documents in violation of New York Judiciary Law §478 is contained in a series of emails from Lena, a person employed by Defendants wherein it is indicated that forms were filled out by Saban &Associates and/or one of the other four aliases of Defendant Haim Saban. Copies of the emails are annexed hereto as **Exhibit "B".**

10. The plaintiff further alleges that multiple defendants violated the FDCPA by harassing family members of the plaintiff namely his mother and disclosing information to a third party meant to harass and embarrass Plaintiff.

11. Since defendant Saban and Associates, LLC used a series of aliases, namely one unregistered company, Defendant Saban Financial and Credit Services, Inc. and Saban and Associates, Inc., a company that was dissolved by proclamation on January 25, 2012, over two years prior to engaging plaintiff as a client, in violation of New York Business Corporations Law §1005 which prohibits a dissolved Corporation from conducting any business except "winding down", defendants are liable under the FDCPA as there is an exception to the statute's bar on suing creditors under the act who use aliases or different names to collect their own debt.

12. The plaintiff further alleges that the defendant violated the New York Judiciary Law § 478 when defendants proffered legal advice to plaintiff, drafted orders to show cause on plaintiff's behalf on or about September 17, 2014 and engaged in the unauthorized practice of law.

13. Finally, the plaintiff further alleges that the defendant violated the NY CLS Bus Corp and NY GBA laws in conducting business under unregistered assumed names.

## II. JURISDICTION

14. This Honorable Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331 it is alleged that defendants violated 15 U.S.C. §1679 against all defendants and additionally under 15 U.S.C. § 1692 as and against defendants Haim, Saban and Associates Financial and Credit Services, Inc. and Saban and Associates LLC. Declaratory relief is available pursuant to 28 U.S.C. § 2201 and § 2202. Venue in this District is proper in that the defendants transact business in Brooklyn, New York; the situs where the conduct complained of occurred is the Eastern District of New, York and on the basis of Plaintiff's residency.

15. This court has supplemental jurisdiction to hear all state law claims pursuant to §1367 of Title 28 of the U.S.C and such have jurisdiction to rule on violation of the New York Fair Debt Collection Practices Act §601, New York Business Corporation Law §301 and NY EDN Law §6512.

## III. PARTIES

16. Plaintiff, **Giovanni Livia**, (hereinafter referred to as "**Plaintiff**") is a natural person residing in Kings County, New York; a "consumer" as that term is defined by 15 U.S.C. §1679a(1) and a person affected by a violation of the CROA, FDCPA and other claims with standing to bring this claim primarily under 15 U.S.C. §1679 and 15 U.S.C. 1692.

17. Defendant, **Saban and Associates LLC** (hereinafter referred to as "**Defendant**" or "**SABAN"**) is a New York Limited Liability Company registered in the State of New York and engaged in the business of repairing credit in New York State with its principal place of business at 2537 West Street, Brooklyn, NY 11223. The principal purpose of the Defendant is the repair of credit to consumers in this county and state and Defendant regularly attempts to repair credit. Defendant is a "credit repair organization" as that term is defined by 15 U.S.C. §1679a.

**18.** Upon information and belief **Saban and Associates, Inc., Saban and Associates Financial and Credit Services, Inc.** are unregistered and or dissolved entities illegally using the term Inc. in their name despite the fact that they are not registered Corporations. See a copy of the NY State Business Corporations searches which indicate that no such entities are registered as active corporations in the State of New York. **Exhibit "C".**

**19.** It should be noted that Saban and Associates, Inc. had been a registered Corporation but was dissolved by Proclamation on January 25, 2012.

**20.** In accordance with New York Business Corporations Law §1005 which prohibits a dissolved Corporation from conducting any business except "winding down". "Winding down" does not generally include taking on new clients, such as plaintiff.

21. Haim Cohen Saban is a natural person and upon information and belief resides in Brooklyn, New York.

22. Saban is engaged in the business of repairing credit in New York State with its principal place of business at 2537 West Street, Brooklyn, NY 11223. The principal purpose of the Defendant is the repair of credit on behalf of consumers within the state of New York, primarily in the County of Kings

23. Defendant Saban regularly attempts to repair credit. Defendant is a "credit repair organization" as that term is defined by 15 U.S.C. §1679a.

24. Defendant, **Haim Cohen Saban**, (hereinafter referred to as "**Defendant**" or "**Haim**") is a natural person who upon information and belief was and is the owner of **SABAN**, and conducts business as a credit repair agent for a "credit repair organization " as that term is defined by 15 U.S.C. §1679a.

25. Defendant Saban is engaged in the repair of credit to consumers as contemplated by the Credit Repair Organizations Act 15 U.S.C. §1679, the purpose of which is to protect consumers, "particularly those of limited economic means" from "unfair or deceptive advertising and business practices".

## IV. FACTUAL ALLEGATIONS

26. On June 30, 2014, Plaintiff was referred to Defendant Saban to repair his credit. Plaintiff had a phone conversation with Haim who represented to Plaintiff how Saban will repair his credit for a fee of $5,200.00 and allegedly obtained permission from Plaintiff to run his credit without a written signature.

**27.** On September 2, 2014, Plaintiff went to the office of Defendant and retained it and/or them for the initial retainer amount of $430.00, prior to receiving any completed work. It appears upon information and belief that the fee was a consultation fee but no credit repair work was done as is required Credit Repair Organization and in direct contravention of 15 U.S.C. §1679 (b) (b) (hereinafter "CROA").

**28.** Further, CROA §1649d (b) requires that a written contract be signed between the parties enumerating the services to be rendered and the cost for such services. Prior to September 2, 2014 Plaintiff did not receive a written contract from Defendants and was never made aware in writing that Defendants intended to charge a fee for a consultation prior to paying the four hundred thirty ($430.00) dollars to Defendants. Even when Plaintiff did receive a contract from Defendants, the contract was devoid of any specific, itemized services that Defendants were being paid to perform which is a violation of CROA §1649d (b). See copies of all of the Retainer Agreement annexed hereto as **Exhibit "D"**

**29.** Plaintiff did however meet with defendant Haim who had plaintiff sign numerous documents including an application, a retainer, and a limited power of attorney.

**30.** Oddly, each document was on the letterhead of different entities as follows:, the application was on "Saban and Associates Financial and Credit Services, Inc. letterhead" (an unregistered entity); the retainer was on "Saban and Associates, Inc." letterhead (a previously registered Company that was defunct for over two years) and; and the limited power of attorney was to "Saban and Associates, Inc.". Yet none of the documents were on Saban & Associates LLC letterhead, which upon information and belief was the only entity registered to do business within the State of New York at the time the Agreements were entered into. See copies of all of the pertinent Agreements annexed hereto as **Exhibit "D".**

**31.** On or about September 3rd, 8th, 17th and 30th of 2014, Saban drafted and emailed legal documents for the Plaintiff to file in Civil Court Kings County which included two Orders to Show Cause to vacate the judgments of two creditors copies of which are annexed hereto as **Exhibit "B"** in which emails from Defendants to Plaintiff clearly show that Defendants prepared legal documents**.**

**32.** In the legal documents that Defendants prepared there were untrue and false statements, that upon information and belief, defendants knew to be untrue.

33. By preparing the legal documents and instructing plaintiff to file the legal documents that Defendants prepared, defendants in the course of performing credit repair induced plaintiff to make untrue statement to one of his creditors

with knowledge of same in the course of their credit repair activities in violation of Credit Repair Organization Act 15 U.S.C.§1679.

**34.** Defendant Haim is not admitted to practice law in the State of New York, and upon information and belief Saban does not have anyone employed by it that is admitted to practice law within the State of New York and therefore Defendants, and specifically Defendant Haim Saban, the owner of all of the defendants, committed Fraud on September 3rd, 8th, 17th and 30th when he practiced law without a license.

**35.** Absent employing a licensed New York attorney, Defendant Saban engaged in the unauthorized practice of law**.**

36. On October 22, 2014, Defendant Saban, without having billed the Plaintiff, and/or detailing what services had been completed in order to earn monies from Plaintiff for services that had been completed; Defendant charged $500.00 to Plaintiff's credit card without his authorization to do so.

37. On November 7, 2014, without sending a bill to Plaintiff detailing the services rendered one of the unregistered companies sent a threatening letter to the Plaintiff, entitled "PAYMENT IS DUE". **See Exhibit "E".**

**38.** On January 11, 2015 the Plaintiff, tendered a check for $500.00 to the Defendants again without Defendant Saban providing a bill for services rendered which would entitle them to payment.

**39.** On February 6, 2015 Plaintiff again tendered a check for $500.00 out of fear that a law suit would be filed against him which defendants threatened to commence on multiple occasions.

**40.** On March 17, 2015, Defendant Saban and Associates sent a letter threatening litigation unless immediate payment was made.

**41.** The March 17th letter mentioned The Law Offices of Richard Rodriguez, Corporate Legal Counsel, entitled "FINAL NOTICE BEFORE COMMENCEMENT OF LEGAL PROCEEDINGS".

**42.** In the March 17th letter, which was signed by Haim, he admits to contacting family members to collect the alleged debt which was specifically intended to harass and embarrass Plaintiff. **See Exhibit "F".**

**43.** In addition to the letter sent by Defendant Saban & Associates, Inc., Defendant Haim also sent a letter from Saban and Associates Financial and Credit Services, Inc. to the Plaintiff entitled "CUSTOMER ACCOUNT STATEMENT". **See Exhibit "G".**

44. On March 26, 2015, Defendant Haim sent a letter to the mother of the Plaintiff which revealed detailed, personal financial information of Plaintiff in an effort to embarrass and humiliate him in furtherance of collecting the alleged debt. To further harass and embarrass plaintiff, Defendant Saban and Associates, Inc. also again threaten a lawsuit for no other purpose than to elicit fear and embarrass plaintiff in its effort to collect a debt. **See Exhibit "H".**

45. On or about March 30, 2015, **Haim, on his personal cellular telephone,** sent a text message to the Plaintiff threatening that unless payment was made, Saban and Associates, LLC would commence a lawsuit and garnish his salary.

46. To date, Saban or any of the other defendant entities have not filed a lawsuit even though the various entities have been threatening to sue for over eight (8) months.

47. Additionally, Defendant Haim threatened garnishment, which is an unrealistic threat, unless or until a judgment and order of garnishment is obtained, a feat that is currently not possible since none of the defendants have even filed a lawsuit.

48. Plaintiff has had considerable embarrassment, anxiety and fear for himself and the financial well-being of his family, amongst other things. See attached **Exhibit "I"**; Plaintiff Affidavit in Support.

49. Defendant Saban and Associates LLC's use of various unregistered agents was meant to employ deceptive and misleading practices both to perform the credit services which of which Saban and Associates, LLC was the only legal registered

agency within the State of New York and to collect purported debts for services that Plaintiff had no way of knowing were rendered at the time payment was demanded.

50. The above-described acts by Defendants, was made in violation of multiple provisions of the CROA, including but not limited to 15 U.S.C. §§ 1679b(a)(1)(b), 1679b(a)3, 1679b(a)4, 1679b (b) and §1679d (b); NYFDCPA §601 New York General Business Law §601 and §§ 349-350-f; NY Judiciary Law §478, NY EDN Law §6512; New York Business Corporation Law §301 and on behalf of Saban & Associates, LLC or Saban and Associates, Inc. Saban Financial and Credit Services, Inc. as debt collectors as defined by FDCPA, 15 U.S.C. 1692 (b) (1), 1692 (b) (2), 1692 (d)2 , 1692 (d), 1692 (e), 1692 (e) (5), 1692 (e) (11), and 1692 (f) ; amongst others.

## V. SUMMARY

51. The above-described credit repair attempted on behalf of the Plaintiff by Defendants , were made in violation of numerous and multiple provisions of the CROA, FDCPA, NYFDCPA, NY GBL, NY BCL NY EDN and NY Judiciary Law, including but not limited to all of the provisions of each cited herein.

52. Defendants engage in abusive and deceptive practices in an effort to deceive the consumer into paying large amounts of money for services that clearly cannot be charged in advance, but were; to deceive the consumer and perform services that

they are not licensed to perform; and by using multiple, unlicensed, unregistered fictitious entities and deceptive names for various business entities in an attempt to skirt various consumer protection laws.

53. Plaintiff has suffered actual damages as a result of the illegal and fraudulent credit repair activities wherein Haim Saban, Lena an employee of one and/or all of the other defendants sent written documents on September 17, 2014 and again on September 30, 2014 wherein they illegally prepared legal documents which contained fraudulent statements to wit: that “I do not owe the money, I am the victim of identity theft or mistaken identity and I have no business relationship with the plaintiff so the plaintiff lacks standing” which were false and fraudulent statements made by defendants on behalf of plaintiff and at the time the statements were written on behalf of plaintiff, the defendants knew or should have known that the statements were 1.False, 2. Misleading, and 3. Fraudulent.

54. Defendants prepared these false statements on behalf of plaintiff while engaged in their credit repair efforts. See **Exhibit “A”** Orders to Show Cause.

55. Plaintiff has suffered from anger, anxiety, emotional distress and frustration, amongst other negative emotions.

56. Plaintiff has suffered harassment and abuse as a direct result of the willful and intentional debt collection practices employed by the defendant which were

employed solely to harass and abuse plaintiff enough that he would pay the purported debt which defendants claim is owed.

## VI. RESPONDEAT SUPERIOR LIABILITY

57. The acts and omissions of individual Defendant Haim, as an agent on behalf of Saban and the other defendants, in all of his communications and actions taken on behalf of the various defendant entities, known and unknown, were made within the scope of his agency relationship with the principal Defendant SABAN and the various other unregistered entity defendants.

58. The acts and omissions committed by Haim and any other credit repair agents were incidental to, or of the same general nature as, the responsibilities these agents were authorized to perform by SABAN and the various other unregistered defendants in repairing consumer credit on behalf of Saban.

59. By committing these acts and omissions against Plaintiff, Haim and any other credit repair agents, were motivated to benefit their principal, Defendant SABAN.

60. Defendant Saban is therefore liable to Plaintiff through the Doctrine of Respondeat Superior for the intentional and negligent acts, errors, and omissions committed in violation of state and federal law by its employees, including but not limited to violations of the CROA, FDCPA, NY GBL, NY Bus Law and New York State law, in their dealings with Plaintiff.

61. As a result of the alleged acts described herein, Plaintiff was intentionally and willfully mislead, misrepresented, harassed and oppressed in an attempt to collect this alleged and wrongful debt.

**FIRST CLAIM FOR RELEIF**

## VII. CREDIT REPAIR ORGANIZATIONS ACT (CROA) VIOLATIONS

62. Plaintiff repeats and re-alleges and incorporates by reference to the foregoing paragraphs as though fully stated herein.

63. Defendants violated numerous provisions of the CROA. Defendant's willful violations include but are not limited to the following:

(a) §1679b(a)(1)(b): "No person may make any statement, or counsel or advise any consumer to make any statement, which is untrue or misleading with respect to any consumer's credit worthiness, credit standing, or credit capacity to any consumer reporting agency or to anyone who has extended plaintiff credit.

(b) The preparation of legal court documents that defendants advised plaintiff to file which would mislead his creditor in opened Court as the legal arguments prepared by Defendants were untrue in claiming that the debt was not Plaintiff's when in fact it was.

(c) §1679b(a)(3): No person may make or use any untrue or misleading representation of the services of the credit repair organization; or

(d) §1679b(a)(4): No person may engage, directly or indirectly, in any act, practice, or course of business that constitutes or results in the commission of, or an attempt to commit, a fraud or deception on any person in connection with the or sale of the services of the credit repair organization.

(e) Saban and Associates, LLC the only registered company of the bevy of Defendants, committed deception by holding themselves out to be legitimate businesses and using Inc. after their names. Additionally one of the entities uses the words Credit and Financial which are both prohibited to be used in New York State without registering and getting the approval of the New York Education Department which defendant, Saban and Associates Financial and Credit Services, Inc. did not obtain.

(f) In addition, defendants prepared legal documents that they instructed plaintiff to file with a Court of Law that contained legal arguments which they knew or should have known were fraudulent and untrue.

(g) The emails were sent by an employee of one of the defendants from an email address sabancredit@gmail.com with a moniker of "Saban and Associates" on September 3rd, 8th, 17th and September 30th 2014.

(h) §1679 (b) (b): No credit repair organization may charge or receive any money or other valuable consideration for the performance of any service which the credit repair organization has agreed to perform for any consumer before such service is fully performed and the services to be provided and the prices for such services must be in writing.

(i) The written agreements annexed hereto do not indicate that there was a credit consultation fee of four hundred thirty($430.00) dollars which was charged to plaintiff at his initial meeting with Haim Saban on September 2, 2014, a clear violation of CROA §1694 (b) (b).

(j) The contract which plaintiff did receive on September 2, 2014 which is annexed to the proposed 2nd Amended Complaint (Exhibit "D") does not list in detail any of the services, let alone a detailed list of the services that defendants were to perform which is a direct violation of §1679d (b).

64. On numerous occasions, the defendant advised and counseled the plaintiff to make misleading statements about his credit specifically on September 17, 2014 and September 30, 2014 see **Exhibit "B".**

65. On numerous occasions, the defendant made misleading representations of the services of the credit repair company by drafting legal documents when none of the defendants are attorneys in addition to implying same in dealing with Plaintiff's employer.

66. The defendant committed fraud and deception in connection with the sale of the services of the credit repair company suing various fictitious names and defunct companies to deceive plaintiff and caused plaintiff to sign various documents with companies that sounded related to Saban and Associates LLC but were unlicensed and unregistered corporations within the state of New York. 1679b(a)(3): No

person may make or use any untrue or misleading representation of the services of the credit repair organization; or §1679b(a)(4):

67. On numerous occasions, the defendant has billed client in advance of services being rendered and has not provided proper billing so that Plaintiff may confirm the services for which he was purportedly paying.

68. As a result of each of Defendants violations of the CROA, Defendant is liable to the Plaintiff for declaratory judgment that Defendant's conduct violated the CROA; actual damages pursuant to 15 U.S.C. §1679g(a)(1); punitive damages pursuant to 15 U.S.C. §1679g(a)(2); and reasonable attorney fees and costs from each Defendant pursuant to 15 U.S.C. §1679g(a)(3).

**SECOND CLAIM FOR RELIEF**

**VIII. FAIR DEBT COLLECTION PRACTICES ACT**

69. Plaintiff repeats and re-alleges and incorporates by reference to the foregoing paragraphs as though fully stated herein.

70. Defendants used aliases to collect debt on behalf of themselves and are liable despite one of the Defendants being a creditor are nevertheless liable under the FDCPA under the false names exception to the FDCPA and more specifically in

violation of FDCPA §1692 (b) (1) as the defendants sent letters to and asked numerous personal and invasive questions which had no relation to confirming or correcting contact information to a third party over the telephone and is additionally in violation as the debt collector "failed to state that collector is confirming or correcting location information".

71. FDCPA §1692 (b) (3) Defendants contacted the Plaintiff and his mother on numerous_occasions solely with the intent to harass as plaintiff's mother would not be responsible for payment of the purported debts that defendants erroneously claim were owed by plaintiff**.**

72. FDCPA §1692 (d): Defendants willfully and with the intent to harass, oppress and abuse the Plaintiff by placing numerous calls and threatening to serve plaintiff with a lawsuit for services which defendants were not licensed to provide and therefore could not collect fees.

73. FDCPA § 1692 (d) (2): Defendants language to both Plaintiff and his mother were aggressive in tone and manner in addition to being too probing in nature to be proper.

74. FDCPA §1692 (e): Defendants legal documents were false, deceptive, and misleading because none of the defendants are licensed to practice law in the State of New York and the documents sent would lead a reasonable person to believe that they were.

75. FDCPA (e) (5): Defendants threatened to take action that cannot legally be taken or that is not intended to be taken when they threatened to garnish Plainiff's salary without suing and threatening suit without filing the suit over an 8 month period using the threat of a law suit repeatedly over the telephone and in letters to plaintiff.

76. FDCPA (e) (11): Defendant Saban and Associates Financial and Credit, initial phone calls and/or contact letters failed to state the mini-Miranda warning to Plaintiff.

77. FDCPA §1692 (f): Defendants' acts and omissions were an unfair and unconscionable means to attempt to collect an alleged debt and willfully and intentionally created emotion distress and fear to force immediate payment.

## THIRD CLAIM FOR RELIEF

## IX. NEW YORK JUDICIARY. LAW §478 AND NEW YORK EDN LAW §6512

78. Plaintiff repeats and re-alleges and incorporates by reference to the foregoing paragraphs as though fully stated herein.

79. Pursuant to JUDICIARY LAW §478**:**

"It shall be unlawful for any natural person to practice or appear as an attorney-at-law or as an attorney and counselor-at-law for a person other than himself in a court of record in this state, or to furnish attorneys or counsel or an attorney and counsel to render legal services, or to hold himself out to the public as being entitled to practice law as aforesaid, or in any other manner, or to assume to be an attorney or counselor-at-law, or to assume, use, or advertise the title of lawyer, or attorney and counselor-at-law, or attorney-at-law or counselor-at-law, or attorney, or counselor, or attorney and counselor, or equivalent terms in any language, in such manner as to convey the impression that he is a legal practitioner of law or in any manner to advertise that he either alone or together with any other persons or person has, owns, conducts or maintains a law office or law and collection office, or office of any kind for the practice of law, without having first been duly and regularly licensed and admitted to practice law in the courts of record of this state, and without having taken the constitutional oath. Provided, however, that nothing in this section shall be held to apply (1) to officers of societies for the prevention of cruelty to animals, duly appointed, when exercising the special powers conferred upon such corporations under section fourteen hundred three of the not-for-profit corporation law; or (2) to law students who have completed at least two semesters of law school or persons who have graduated from a law school, who have taken the examination for admittance to practice law in the courts of record in the state immediately available after graduation from law school, or the examination immediately available after being notified by the board of law examiners that they failed to pass said exam, and who have not been notified by the board of law examiners that they have failed to pass two such examinations, acting under the supervision of a legal aid organization when such students and persons are acting under a program approved by the appellate division of the supreme court of the department in which the principal office of such organization is located and specifying the extent to which such students and persons may engage in activities otherwise prohibited by this statute; or (3) to law students who have completed at least two semesters of law school, or to persons who have graduated from a law school approved pursuant to the rules of the court of appeals for the admission of attorneys and counselors-at-law and who have taken the examination for admission to practice as an attorney and counselor-at-law immediately available after graduation from law school or the examination immediately available after being notified by the board of law examiners that they failed to pass said exam, and who have not been notified by the board of law examiners that they have failed to pass two such examinations, when such students or persons are acting under the supervision of the state or a subdivision thereof or of any officer or agency of the state or a subdivision thereof, pursuant to a program approved by the appellate division of the supreme court of the department within which such activities are taking place and specifying the extent to which they may engage in activities otherwise prohibited by this statute and those powers of the supervising governmental entity or officer in connection with which they may engage in such activities.

80. Defendant created legal documents for Plaintiff to submit to the courts, limited power of attorney, affidavits, etc. and follows along the court calendar to advise the Plaintiff

on legal matters. Defendant clearly acts and holds himself out to provide the services of an attorney. See exhibit "B". These acts are false and deceptive upon the courts and the Plaintiff who should have hired an attorney to handle his legal matters, not a non-attorney providing unlicensed "legal" services. According to the NYS attorney search, see attached **Exhibit "J"**, the Defendant is not registered as a licensed attorney and is not licensed to practice law.

81. Defendant's acts represent the felonious unauthorized practice of law in New York State and on its face Defendants engaged in fraudulent and deceptive acts in the commission of repairing plaintiff's credit in violating both New York Judiciary Law §478 and CROA.

**FIFTH CLAIM FO RELIEF**

**IX. NEW YORK BUSINESS CORPORATION LAW AND NEW YORK GENERAL BUSINESSAW AND NY CLS BUS CORP AND NY GBA LAWS**

82. Plaintiff repeats and re-alleges and incorporates by reference to the foregoing paragraphs as though fully stated herein

83. Pursuant to NY CLS Bus Corp §301(a) (5) (B): "Except as otherwise provided in this chapter, the name of a domestic corporation or foreign corporation: Shall not

contain any of the following words, or any abbreviation or derivative thereof: finance".

84. Pursuant to NY GBS Law §130(1)(i): "No person shall hereafter carry on or conduct or transact business in this state under any name or designation other than his or its real name,".

85. NY CLS Bus Corp and NY GBA laws in conducting business under unregistered assumed names.

86. Defendant uses various names which are false and deceptive in its nature as to the company qualifications, accreditations and services; including but not limited to "Saban and Associates Financial and Credit Services, Inc.; Saban and Associates, Inc.; and Saban & Associates". The Defendant intentionally created false and misleading perceptions about his company to the public with names that are not licensed with New York State, see attached **Exhibit "C".** The only registered name is Saban & Associates, LLC.

87. Defendant's acts represent violations of the NY CLS Bus Corp §301, NY GBS Law §130 and NY GBS Law §349 as deceptive practices; including conducting business under an unregistered assumed name which does constitute a deceptive business practice.

88. The attorney general or the district attorney of any county may bring an action in the name of the people of the state to restrain or prevent any violation of this article or any continuance of any such violation.

**SIXTH CLAIM FOR RELIEF**

**X. NEW YORK FAIR DEBT COLLECTION PRACTICES ACT**

**89.** Plaintiff repeats and re-alleges and incorporates by reference to the foregoing paragraphs as though fully stated herein.

90. The Plaintiff is a "consumer" as that term is defined in the New York Fair Debt Collection Practices Act § 600 of New York, or NY GBS Law §600.

91. The Plaintiff's relationship with the Defendants arose out of a "consumer debt" as that term is defined by the New York Fair Debt Collection Practices Act § 600 of the New York State General Business Law.

92. Defendant Saban and only defendant Saban was and is a "principal creditor" as that term is defined by applicable provisions of the New York Fair Debt Collection Practices Act§ 600.

93. Pursuant to New York Fair Debt Collection Practices Act § 600 of New York, or NY GBL Law §601: "No principal creditor, as defined by this article, or his agent shall:

a. “Knowingly collect, attempt to collect, or assert a right to any collection fee, attorney’s fee, court cost or expense unless such charges are justly due and legally chargeable against the debtor: or”

b. “Communicate with the debtor or any member of his family or household with such frequency or at such unusual hours or in such manner as can reasonably be expected to abuse or harass the debtor: or”

c. “Threaten any action which the principal creditor in the usual course of his business does not in fact take; or”

d. “Claim, or attempt or threaten to enforce a right with knowledge or reason to know that right does not exist; or”

e. “Use a communication which simulates in any manner legal or judicial process or which gives the appearance of being authorized, issued or approved by a government, government agency, or attorney at law when it is not.”

94. On numerous occasions, Defendant Saban knowingly and wrongfully threatened to sue for its illegal services and for the legal fees incurred with such a lawsuit, which are not legally chargeable.

95. On numerous occasions at, the defendant communicated with the mother of the plaintiff disclosing sensitive and private financial information willfully with the sole intent of abusing and harassing him.

96. On numerous occasions, the defendant wrongfully threatened to sue the plaintiff, and as of the filing date of this action, have failed to file any law suit despite the passage of eight months since the first threat was issued. The empty threats which were made were solely for the purpose of harassment and are not in the usual course of the defendant Saban's business.

97. On numerous occasions, the defendants knowingly threatened to enforce a right to sue for services which were not legal to provide and for legal fees which were never disclosed in the contract that one of the unregistered company's has with Plaintiff and can thus not be demanded as a rightful debt.

98. On numerous occasions, the defendants prepared legal documents and detailed instructions for the plaintiff, as to how to file the legal documents with the courts, which lent the Plaintiff the appearance that defendants are attorneys at law or at the least legally permitted to prepare legal documents on behalf of the plaintiff.

99. Under the New York Fair Debt Collection Practices Act §601 the Defendant was and is prohibited from engaging in any conduct, the natural consequences of which is

to oppress, harass or abuse any person. All of the NYFDCPA violations are re-alleged and incorporated herein by this reference and taken together constitute the conduct prohibited by this section. The improper communications and threats have the harassing and oppressive affect as to create a situation to force payment by employing fear and humiliation and as a method of collection in a clear effort to oppress the consumer for their own financial gains.

100. As a result, the defendants are all liable under New York Fair Debt Collection Practices Act § 602 Violations and as such Plaintiff seeks a Declaratory Judgment. For violation of same.

A. Except as otherwise provided by law, any person who shall violate the terms of this article shall be guilty of a misdemeanor and/or felony, and each such violation shall be deemed a separate offense.

B. The attorney general or the district attorney of any county may bring an action in the name of the people of the state to restrain or prevent any violation of this article or any continuance of any such violation.

## XI. TRIAL BY JURY

101. Plaintiff is entitled to and hereby respectfully demands a trial by jury. US Const. amend. 7. Fed. R. Civ. Pro. 38.

**WHEREFORE,** Plaintiff respectfully requests that judgment be entered against the Defendant for the following:

A. Declaratory judgment that Defendant's conduct violated the CROA or 15 U.S.C. §1679;

B. Declaratory judgment that Defendant's conduct violated the FDCPA or 15 U.S.C. §1692;

C. Declaratory judgment that Defendant's conduct violated the NY GBS Law §130, NY GBL Law § 601, NY GBL Law §301 and NY GBL Law §349-350 (f);

D. Declaratory judgment that Defendant's conduct violated NY Judiciary Law §478 and NY Education Law §6512;

E. Declaratory judgment that Defendant's conduct violated NY CLS Bus;

F. Actual damages pursuant to 15 U.S.C. §1679 against each Defendant;

G. Punitive damages pursuant to 15 U.S.C. §1679 against each Defendant;

H. Statutory damages of $1,000.00 per violation pursuant to 15 U.S.C. § 1692;

J. Punitive damages pursuant to 15 U.S.C. §1692 against each Defendant

K. Statutory damages of $1,000.00 per violation pursuant to NY GBL 349-350-f and NY CLS Bus;

L. Reasonable attorney fees and costs pursuant to 15 U.S.C. § 1679 against each Defendant; and

M. For such other and further relief as the Court may deem just and proper.

Dated this 8th day of September, 2015.

Respectfully submitted,
/s/ Darren Aronow________________
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